



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

March 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:
RECOMMENDATION TO APPROVE AMENDMENT NUMBER TWO WITH CORE
BUSINESS TECHNOLOGIES, AGREEMENT NUMBER 74507, TO PURCHASE
ADDITIONAL WORKSTATIONS AND MAINTENANCE
(ALL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATIONS ()
DISAPPROVE ()**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment No. 2 ("Amendment") with CORE Business Technologies, ("CORE") to increase the Maximum Agreement Sum by \$33,663, from \$489,175 to \$522,838, to accommodate the purchase of three additional workstations with software licenses and maintenance services for the new and existing equipment for the remainder of the Agreement term through June 9, 2008.
2. Delegate authority to the Treasurer and Tax Collector (TTC) to execute future amendments to add/delete equipment as necessary and to adjust the maximum Agreement Sum by up to 15% each Agreement year to accommodate technological advances, addition/deletion of equipment, software, and maintenance services, any unanticipated maintenance or repair of the five-year old system including up to two one-year extensions to be exercised as authorized in the Agreement.
3. Delegate authority to the TTC to execute future assignment and delegation amendments, if applicable, if/when the original contracting entity has merged, been purchased, or has otherwise changed in order to ensure continuity of maintenance services.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

TTC's existing automated cashiering system processes over 250,000 payment transactions, which includes 115,000 cash transactions and 135,000 check transactions, annually. The stand-alone automated cashiering system utilizes the latest technology and includes hardware (such as servers, workstations, and peripherals), software and network installation, training and ongoing maintenance and support for 13 cashier window stations, and two back area office workstations and two remote workstations for Lancaster. In addition, the automated cashiering system provides image capture to facilitate payment research, on-line payment look up to permit the processing of payments for customers that do not have their bill and to process credit card payments where authorized.

The purchase of three additional workstations with software licenses and maintenance services will enhance customer service by allowing large volume and/or multiple payment transactions to be processed not only at the cashier window but "behind the scenes," which will expedite the payment process by reducing the wait-time for single-payment taxpayers. In addition, one of the new workstations will be assigned to the vault cashier to automate the overall tracking of cash received from and disbursed to the cashiers, as well as for internal accounting of transactions, replacing the manual log currently used to reconcile the transactions processed in the Cashiering Operation.

Purchasing the additional workstations from a different contractor would be cost prohibitive and would require a considerable amount of analysis and development time to identify and replicate the current System's functionality to ensure the necessary compatibility with the existing software and existing workstations. Additionally, a new contractor, unfamiliar with TTC's business operations and requirements, would experience an extensive learning curve with the setup and integration into the current automated cashiering system, while potentially impacting TTC's current successful operation.

Implementation of Strategic Plan Goals

Board approval of this Amendment for maintenance and support of the County-owned equipment is in accordance with TTC's approved Business Automation Plan. Successful performance and support of the automated cashiering system will also meet the County's Strategic Plan Goal #4: Organizational Effectiveness and Goal #1: Service Excellence.

FISCAL IMPACT/FINANCING

The maximum agreement sum for the remaining term and any exercised options is \$522,838 that includes the purchase of (3) additional workstations and the continuation

of equipment maintenance and repair services for the new and existing equipment. Funding for this Contract has been included in the FY 2007-08 Adopted Budget, and will be included in TTC's budget requests for subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The original agreement with CORE, Agreement No. 74507, was adopted by the Board on June 10, 2003 and will expire on June 9, 2010, including up to two one-year extensions. The Amendment will become effective upon your Board's approval. County Counsel has reviewed and approved this Amendment as to form. The County's Chief Information Officer concurs with the Department's recommendation.

IMPACT ON CURRENT SERVICES

There is no negative impact on current services. Approval of the Contract will ensure uninterrupted equipment maintenance and support services for the County-owned equipment.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to return two signed originals of the Amendment No. 2 to Agreement No. 74507 and one adopted stamped Board letter to TTC.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:MJS:ES:GS:cg

Attachments

c: Chief Executive Officer
County Counsel

Reviewed by:



JON W. FULLINWIDER
Chief Information Officer

CIO ANALYSIS

AMENDMENT NO. 2 WITH CORE BUSINESS TECHNOLOGIES, AGREEMENT NO. 74507, TO PURCHASE ADDITIONAL WORKSTATIONS AND MAINTENANCE SERVICES (ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 5 Yrs # of Option Yrs 2

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☐ Professional Services

Project Executive Sponsor: Mark J. Saladino, Treasure & Tax Collector

Budget Information :

Original Contract Amount	\$489,175
Requested Contract Amount	\$ 33,663
Aggregate Contract Amount	\$522,838

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with the County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This Amendment will allow the Treasurer & Tax Collector (TTC) to accommodate the purchase of three (3) additional workstations, software licenses and maintenance services for the new and existing equipment in its automated cashiering operation. Additionally, the system provides image capture to facilitate payment research, and on-line payment search to permit processing of payments and high sum transactions.

Background:

The original five-year agreement with CORE, Agreement No. 74507, was adopted by the Board on June 10, 2003, and includes the County's option to extend the Agreement for two (2) additional years, in one-year increments, beyond the initial term.

Project Justification/Benefits:

TTC's existing automated cashiering system processes more than 250,000 payment transactions annually. The purchase of the three (3) additional workstations will allow the system to continue providing cost effective service and support growth.

Project Metrics:

The only project metrics required will be to complete testing of the workstations prior to putting the workstations into production, and the timeliness of the installations.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the proposal is not approved, manual processes would need to continue to support growth. Approval of this Amendment will ensure uninterrupted equipment maintenance and support services.

Alternatives Considered:

Because these workstations are being added to an existing system, purchasing the additional workstations from a different vendor may be cost prohibitive and would require a time-consuming analysis and development process to identify and duplicate the current system's functionality. Also, a new vendor would need to go through an extensive learning curve of the County's current environment. This could compromise TTC's current successful operation.

Project Risks:

None.

Risk Mitigation Measures:

None.

Financial Analysis:

The current contract amount will be increased by \$33,663, from \$489,175 to \$522,838. Funding for this contract has been included in TTC's 2007-08 Adopted Budget, and will be included in their budget requests for subsequent fiscal years.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this Amendment and recommends approval by the Board.

CIO APPROVAL

Date Received: December 19, 2007

Prepared by: Henry Balta

Date: January 18, 2008

Approved: 

Date: 1/23/2008

**AMENDMENT NUMBER TWO
TO
AGREEMENT NO. 74507 FOR AN AUTOMATED CASHIERING SYSTEM
FOR
TREASURER AND TAX COLLECTOR
BETWEEN
COUNTY OF LOS ANGELES
AND
CORE BUSINESS TECHNOLOGIES**

This Amendment Number Two (hereinafter "Amendment No. 2") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereafter "County") and CORE Business Technologies, a Rhode Island corporation (hereafter "Contractor"), and is effective as of the Amendment No. 2 Effective Date (as defined below) based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Agreement No. 74507, dated as of June 10, 2003 (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, hereinafter "Agreement"), for an Automated Cashiering System (hereinafter "ACS") for the benefit of County and, more specifically, the Los Angeles County Treasurer and Tax Collector (hereinafter "TTC"). Initial capitalized terms used in this Amendment No. 2 without definition have the meanings given to such terms in the Agreement;

WHEREAS, County and Contractor entered into Amendment Number 1 to the Agreement dated as of August 17, 2004, for the substitution of the source code escrow agent under the Agreement;

WHEREAS, County desires the Contractor to provide System Hardware, Software and maintenance and support for three (3) additional workstations, all as further described in this Amendment No. 2; and

WHEREAS, Contractor and County desire to amend the Agreement to increase the Maximum Agreement Sum for such work, all as further described in this Amendment No. 2; and

WHEREAS, Paragraph 6.1 (Change Notices and Amendments) of the Agreement provides that for any change which affects the scope of work, period of performance, payments or any term or condition included in the Agreement, a negotiated Amendment to the Agreement must be prepared and executed by County's Board of Supervisors and Contractor.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated, as part of this Amendment No. 2, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

19 of MARCH 4, 2008

74507
Supplement No. 2

Maintenance) is amended by adding, Appendix E.1, Supplemental Schedule of System Maintenance – Amendment 2, attached hereto as Attachment 3. The added schedule is designated at the bottom as "Revised Under Amendment No. 2."

6. Exhibit D (Schedule of System Hardware and Software) is amended by adding Price Schedule Form, Schedule 6, Schedule of Additional Workstations - Amendment 2, attached hereto as Attachment 4. The added Schedule 6 is designated at the bottom as "Revised Under Amendment No. 2."
7. Effectiveness of Amendment No. 2. This Amendment No. 2 shall become effective on MARCH 4, 2008, which is the date on which all of the following have occurred (such date, the "Amendment No. 2 Effective Date"):
 - (a) County's Project Director shall have received an original counterpart to this Amendment No. 2, duly executed by Contractor;
 - (b) County Counsel shall have approved this Amendment No. 2 as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 2;
 - (c) County's Board of Supervisors shall have approved this Amendment No. 2.
8. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 2, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Authority. Contractor and the persons executing this Amendment No. 2 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 2 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
10. Governing Law. This Amendment No. 2 shall be governed by and construed in accordance, with the laws of the State of California applicable to agreements made and to be performed within the State.

/

/

/

/

1. Paragraph 6.0 (Change Notices and Amendments). Amend and restate Paragraph 6.0 (Change Notices and Amendments) of the body the Agreement in its entirety as follows:

"6.0 CHANGE NOTICES AND AMENDMENTS

- 6.1 For any change which affects the scope of work, period of performance, payments that are not described elsewhere in this Paragraph 6.0 (Change Notices and Amendments) or any term or condition included in this Agreement, a negotiated Amendment to this Agreement must be prepared and executed by County' Board of Supervisors and Contractor's duly authorized representative.
- 6.2 For any change that does not affect the scope of work, period of performance, payments or any rights or obligations of this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Manager.
- 6.3 The TTC on behalf of the County may increase or decrease the Maximum Agreement Sum by up to 15% annually to accommodate any increase or decrease in equipment, software and/or maintenance, or professional services necessary for the provision of automated cashiering services including, but not limited to, any exercised option to extend the term of this Agreement.
- 6.4 The TTC on behalf of the County or designee may at his/her sole discretion authorize equipment and maintenance to be added to or deleted from this Agreement during its term.
- 6.5 To the extent that extensions of time for Contractor performance does not impact either the scope of work or cost of the Agreement, County's Project Director or designee may, in his/her sole discretion, grant Contractor non-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. Contractor agrees that such extensions shall not change any other terms or conditions of this Agreement during the period of such extensions."

2. Subparagraph 8.1 (General). Amend and restate Subparagraph 8.1 (General) of the body of the Agreement in its entirety as follows:

"8.1 General

Notwithstanding any other provision of this Agreement, whether expressly or by implication, the Maximum Agreement Sum authorized by County hereunder shall not exceed a total of Five Hundred Twenty-Two Thousand, Eight

Hundred Thirty-Eight Dollars (\$522,838), which is throughout and hereinafter referred to as the "Maximum Agreement Sum."

3. Paragraph 10.0 (PROHIBITION AGAINST ASSIGNMENT AND DELEGATION). Amend and restate Paragraph 10.0 (ASSIGNMENT AND DELEGATION) in its entirety as follows:

"10.0 ASSIGNMENT AND DELEGATION

- 10.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 10.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 10.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without express prior written approval of the TTC or his/her designee, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

4. Paragraph 49.0 (CONTRACTOR RESPONSIBILITY AND DEBARMENT). Amend and restate Paragraph 49.0 (CONTRACTOR RESPONSIBILITY AND DEBARMENT) in its entirety as follows:

"49.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

49.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

49.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

49.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

49.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other
-

recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

49.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors."

5. Exhibit A (Statement of Work), of the existing Contract between TTC and Contractor, is amended by adding the Supplemental Statement of Work, attached hereto as Attachment 1. Exhibit A (Statement of Work), Appendix D (Schedule of Payments), page 2 shall be deleted in its entirety and replaced with the new page 2 attached hereto as Attachment 2. The new page 2 is designated at the bottom as "Revised Under Amendment No. 2." Exhibit A (Statement of Work), Appendix E (Schedule of
-

Maintenance) is amended by adding, Appendix E.1, Supplemental Schedule of System Maintenance – Amendment 2, attached hereto as Attachment 3. The added schedule is designated at the bottom as “Revised Under Amendment No. 2.”

6. Exhibit D (Schedule of System Hardware and Software) is amended by adding Price Schedule Form, Schedule 6, Schedule of Additional Workstations - Amendment 2, attached hereto as Attachment 4. The added Schedule 6 is designated at the bottom as "Revised Under Amendment No. 2."
7. Effectiveness of Amendment No. 2. This Amendment No. 2 shall become effective on _____, 2008, which is the date on which all of the following have occurred (such date, the "Amendment No. 2 Effective Date"):
 - (a) County's Project Director shall have received an original counterpart to this Amendment No. 2, duly executed by Contractor;
 - (b) County Counsel shall have approved this Amendment No. 2 as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 2;
 - (c) County's Board of Supervisors shall have approved this Amendment No. 2.
8. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 2, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
9. Authority. Contractor and the persons executing this Amendment No. 2 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 2 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
10. Governing Law. This Amendment No. 2 shall be governed by and construed in accordance, with the laws of the State of California applicable to agreements made and to be performed within the State.

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be affixed and attested by the Executive Officer, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, as of the Amendment No. 2 Effective Date.

COUNTY OF LOS ANGELES

By *George R. Bente*
Chair, Board of Supervisors

CONTRACTOR
CORE Business Technologies

By *[Signature]* Signature
Mark Cohen Print Name
President Title

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

By: *[Signature]*
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

by *[Signature]*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 MAR 04 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUPPLEMENTAL STATEMENT OF WORK

In addition to the mutual covenants, conditions and terms set forth in the Agreement between Los Angeles County Treasurer and Tax Collector (hereinafter "TTC") and Core Business Technologies a Rhode Island Corporation (hereinafter "Contractor"), TTC desires Contractor to provide three (3) additional workstations and System Hardware, Software maintenance and support for those workstations and, as further described in this Supplemental Statement of Work (hereinafter "Supplemental SOW") to Exhibit A, Statement of Work under that certain Agreement. This Supplemental SOW defines the work to be performed by the Contractor, including, but not limited to, Maintenance and Support for the Systems and, as requested by County, additional work.

Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement.

1. Contractor agrees to furnish the products and related services set forth in this Supplemental SOW, subject to terms and conditions of the Agreement, Sales Tax will be added as applicable.
2. Contractor shall prepare and deliver to TTC an installation plan that, without limitation, identifies the logistics, timing and technical configuration required for the installation of three (3) workstations and their readiness for production use.
3. Contractor shall order, unpack, install, power-up, configure, connect and test, all three (3) workstations, including all System Hardware, Software and peripherals associated with them, at the Contractor's facility. Contractor shall use the manufacturer's current version of diagnostic tests and/or software utilities to ensure that the System Hardware is operating in accordance with the manufacturer's product specifications.
4. Contractor shall prepare and deliver to County's Project Director, at least seven (7) days prior to the scheduled date of delivery, a delivery and installation checklist and timetable to ensure that the TTC is physically and technically ready for delivery and installation of the three (3) workstations. That checklist should identify any risks to the existing production environment.
5. Contractor shall configure all three (3) workstations, System Hardware and Software to be installed and ensure they are fully compatible with workstations, servers, computer peripherals and network(s) currently present at TTC, Contractor shall guarantee complete integration of all three (3) workstations, including all System Hardware, Software and peripherals associated with them, with existing County network software and hardware, including, but not limited to, the TTC's local area network and any County-provided software to be installed on the workstations.
6. Contractor shall certify, in writing, that Contractor has successfully System Tested the Operating Software and System Hardware and that all three (3)

workstations are fully compatible and will be successfully integrated with the County's existing production environment. In addition, Contractor shall certify it has successfully corrected all, if any, Deficiencies and that all three (3) workstations are operating in accordance with the County's System requirements.

7. At completion of System Configuration and Testing, Contractor shall submit a System network schematic of all System Hardware tested and prepare a System Hardware/Software Installation Report and Certification that Contractor has successfully installed, configured, and tested all System Hardware and Software at the Contractor's site. This Report shall include the following:
 - A. The System network schematic and a listing of the System Hardware that Contractor ordered, installed and configured including, without limitation, equipment type, model number, serial number, name, version number, and license number.
 - B. The manufacturer's warranties for the System Hardware
 - C. System Hardware reference and operating manuals and all other Documentation pertaining to the System Hardware as attachments to the Report.
 - D. Any and all manufacturer maintenance and technical support availability and telephone number information not shown on Exhibit A, Appendix E (Schedule of Maintenance) of the certain Agreement
8. Contractor shall prepare a Final Report reflecting the whole process of System Configuration and Testing, including, without limitation, the following:
 - A record of all Deficiencies identified.
 - A detailed record of configuration steps.
 - A detailed record of all corrective actions taken.
 - A certification of Contractor's successful completion of all corrective actions.
9. Upon delivery of the hardware and software, TTC will perform User Acceptance Testing of all three (3) workstations based upon test scenarios prepared by TTC. Test results will be documented and any Deficiencies will be reported in Discrepancy Reports.
10. In case Deficiencies cannot be fixed or solved by TTC, the Contractor must be available to provide immediate support for the solution of Deficiencies reported by TTC.

Schedule of Payments

Deliverable 7.1	(Intentionally Omitted)	N/A
Deliverable 7.2	(Intentionally Omitted)	N/A
Deliverable 8.1	Site Set-up	\$-0-
Deliverable 8.2	Order, Install, and Test System Hardware	\$-0-
Deliverable 8.3	Trained County Technical Staff	\$-0-
Deliverable 8.4	User Documentation and System Hardware Manuals	\$-0-
Deliverable 8.5	Trained County End User Staff	\$-0-
Deliverable 8.6	Installed, Operable and System Tested Software for the System Hardware	\$-0-
Deliverable 8.7	Successful User Testing	\$-0-
Deliverable 8.8	System Cutover to Production Use	\$48,954
Deliverable 8.9	Production Use of System for 90 Consecutive Days with No Deficiencies	\$48,954
Subtotal Deliverables		\$244,770
System Hardware (Payment due upon delivery)		\$97,840
Other Professional Services (program modification)		\$20,000
Travel (not to exceed)		\$20,000
Maintenance Service – Hardware		\$43,070
Maintenance Service – Software		<u>\$63,495</u>
Subtotal		\$489,175
Amendment One		
I.	Substitution in Escrow Agent	\$0.00
Amendment Two		
I.	Provision of System hardware, application Software, licenses and maintenance for three (3) additional workstations.	\$33,663⁽¹⁾
GRAND TOTAL		<u>\$522,838</u>

⁽¹⁾ Billable upon completion and County's approval in accordance with Amendment 2 to the Agreement.

SUPPLEMENTAL SCHEDULE OF SYSTEM MAINTENANCE - AMENDMENT 2

CONTRACTOR: CORE Business Technologies

County of Los Angeles												
Original Schedule of System Maintenance - Year 5						Supplemental Schedule of System Maintenance - Amendment 2						Total Amended Year 5
Item No.	Qty	Part No.	Description	Unit Price	Total Price	Item No.	Qty	Model	Description	Unit Price	Total Price	
14	18		Journal/Validation Printer	\$140.00	\$2,520.00	1	3		Journal/Validation Printer	\$250.00	\$750.00	\$3,270.00
15	18		5133 OCR Scanner	\$99.00	\$1,782.00	2	3		5133 OCR Scanner	\$99.00	\$297.00	\$2,079.00
16	17		PC Maintenance	\$260.00	\$4,420.00	3	3		PC Maintenance	\$260.00	\$780.00	\$5,200.00
			TOTAL		\$8,722.00				TOTAL		\$1,827.00	\$10,549.00

Schedule of System Hardware and Software

PRICE SCHEDULE FORM
SCHEDULE 6CONTRACTOR NAME: CORE Business Technologies

County of Los Angeles					
6. Schedule of Additional Workstations - Amendment 2					
Item No.	Qty	Model	Description	Unit Price	Total Price
A. System Software - Application Software					
1.	0	RP	Initial CORE One-Step for Windows 5 Client Block	\$35,000.00	\$0.00
2.	0	RP5	Additional One-Step 5 Client Block	\$20,000.00	\$0.00
3.	3	RP1	Additional One-Step Single Client License	\$5,000.00	\$15,000.00
4.		SW-LSA	Annual Software License Fee (Prorated to existing license)		\$1,500.00
			Total Application Software		\$16,500.00
B. System Hardware - Computing Hardware					
5.	3	RG575A	Workstations, Pentium D495 3.4 Ghz, 1B RAGBM, 80GBHD	\$1,290.00	\$3,870.00
6.	3		Service agreement (per RFP)	\$260.00	\$780.00
7.	3		15 in LCD Monitor	\$325.00	\$975.00
					\$5,625.00
C. System Hardware - Peripherals - Individual pricing includes setup and staging at CORE's office					
8.	3	TM-6000II	Journal/Validation Printer w/Imaging, MICR reading	\$1,579.00	\$4,737.00
9.	3		Printer Service Agreement	\$250.00	\$750.00
10.	3	SLD2120	Electronic Cash Drawer	\$239.00	\$717.00
11.	3	MT210	Magnetic Stripe Readers	\$99.00	\$297.00
12.	3	5133	OCR Scanner	\$730.00	\$2,190.00
13.	3		OCR Service Agreement	\$99.00	\$297.00
			Total Peripherals Per Workstation		\$8,988.00
D. Installation Services					
14.	3		PC Set up and Installation	\$1,200.00	\$2,400.00
			Shipping		\$150.00
			Installation Total		\$2,550.00
			GRAND TOTAL		\$33,663.00